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JAGUAR LAND ROVER NORTH AMERICA, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MEGAN GALANTE, an individual,)
Plaintiff,)
vs.)
JAGUAR LAND ROVER NORTH)
AMERICA, LLC, a Delaware)
Limited Liability Company; and)
DOES 1 to 10, inclusive,)
Defendants.)

CASE NO.: 5:22-cv-01560 AB (SPx)
Assigned to: Hon. André Birotte Jr.

**(JOINT) STIPULATION AND
PROTECTIVE ORDER**

A. PURPOSES AND LIMITATIONS

'Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth

1 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
2 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
3 procedures that must be followed and the standards that will be applied when a
4 party seeks permission from the court to file material under seal.

5 B. GOOD CAUSE STATEMENT

6 This action is likely to involve trade secrets, customer information, and
7 other valuable research, development, commercial, financial, technical and/or
8 proprietary information for which special protection from public disclosure and
9 from use for any purpose other than prosecution of this action is warranted. Such
10 confidential and proprietary materials and information consist of, among other
11 things, confidential business or financial information, information regarding
12 confidential business practices, or other confidential research, development, or
13 commercial information (including information implicating privacy rights of third
14 parties), information otherwise generally unavailable to the public, or which may
15 be privileged or otherwise protected from disclosure under state or federal statutes,
16 court rules, case decisions, or common law. Accordingly, to expedite the flow of
17 information, to facilitate the prompt resolution of disputes over confidentiality of
18 discovery materials, to adequately protect information the parties are entitled to
19 keep confidential, to ensure that the parties are permitted reasonable necessary uses
20 of such material in preparation for and in the conduct of trial, to address their
21 handling at the end of the litigation, and serve the ends of justice, a protective
22 order for such information is justified in this matter. It is the intent of the parties
23 that information will not be designated as confidential for tactical reasons and that
24 nothing be so designated without a good faith belief that it has been maintained in
25 a confidential, non-public manner, and there is good cause why it should not be
26 part of the public record of this case.

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1 || 2. DEFINITIONS

2 2.1 Action: this pending federal law suit, Galante v. Jaguar Land Rover
3 North America, LLC, Case No.: 5:22-cv-01560 AB (SPx).

4 2.2 Challenging Party: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
9 the Good Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 2.6 Disclosure or Discovery Material: all items or information, regardless of
16 the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced
18 or generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve
21 as an expert witness or as a consultant in this Action.

22 2.8 House Counsel: attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a
28 party to this Action but are retained to represent or advise a party to this Action

1 and have appeared in this Action on behalf of that party or are affiliated with a law
2 firm which has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action,

1 with or without prejudice; and (2) final judgment herein after the completion and
 2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 3 including the time limits for filing any motions or applications for extension of
 4 time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

6. 5.1 Exercise of Restraint and Care in Designating Material for
Protection. Each Party or Non-Party that designates information or items for
 7 protection under this Order must take care to limit any such designation to specific
 8 material that qualifies under the appropriate standards. The Designating Party
 9 must designate for protection only those parts of material, documents, items, or
 10 oral or written communications that qualify so that other portions of the material,
 11 documents, items, or communications for which protection is not warranted are not
 12 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or
 13 routinized designations are prohibited. Designations that are shown to be clearly
 14 unjustified or that have been made for an improper purpose (e.g., to unnecessarily
 15 encumber the case development process or to impose unnecessary expenses and
 16 burdens on other parties) may expose the Designating Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it
 18 designated for protection do not qualify for protection, that Designating Party must
 19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in
 21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 23 under this Order must be clearly so designated before the material is disclosed or
 24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic
 27 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend
 2 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
 3 contains protected material. If only a portion or portions of the material on a page
 4 qualifies for protection, the Producing Party also must clearly identify the
 5 protected portion(s) (e.g., by making appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available for inspection
 7 need not designate them for protection until after the inspecting Party has indicated
 8 which documents it would like copied and produced. During the inspection and
 9 before the designation, all of the material made available for inspection shall be
 10 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
 11 documents it wants copied and produced, the Producing Party must determine
 12 which documents, or portions thereof, qualify for protection under this Order.
 13 Then, before producing the specified documents, the Producing Party must affix
 14 the “CONFIDENTIAL legend” to each page that contains Protected Material. If
 15 only a portion or portions of the material on a page qualifies for protection, the
 16 Producing Party also must clearly identify the protected portion(s) (e.g., by
 17 making appropriate markings in the margins).

18 (b) for testimony given in depositions that the Designating Party identify the
 19 Disclosure or Discovery Material on the record, before the close of the deposition
 20 all protected testimony.

21 (c) for information produced in some form other than documentary and for
 22 any other tangible items, that the Producing Party affix in a prominent place on the
 23 exterior of the container or containers in which the information is stored the
 24 legend “CONFIDENTIAL.” If only a portion or portions of the information
 25 warrants protection, the Producing Party, to the extent practicable, shall identify
 26 the protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 28 failure to designate qualified information or items does not, standing alone, waive

1 the Designating Party's right to secure protection under this Order for such
2 material. Upon timely correction of a designation, the Receiving Party must make
3 reasonable efforts to assure that the material is treated in accordance with the
4 provisions of this Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge
7 designation of confidentiality at any time that is consistent with the Court's
8 Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on
the Designating Party. Frivolous challenges, and those made for an improper
purpose (e.g., to harass or impose unnecessary expenses and burdens on other
parties) may expose the Challenging Party to sanctions. Unless the Designating
Party has waived or withdrawn the confidentiality designation, all parties shall
continue to afford the material in question the level of protection to which it is
entitled under the Producing Party's designation until the Court rules on the
challenge.

7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is
disclosed or produced by another Party or by a Non-Party in connection with this
Action only for prosecuting, defending, or attempting to settle this Action. Such
Protected Material may be disclosed only to the categories of persons and under
the conditions described in this Order. When the Action has been terminated, a
Receiving Party must comply with the provisions of section 13 below (FINAL
DISPOSITION).

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1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing
25 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
26 they will not be permitted to keep any confidential information unless they sign
27 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may
2 be separately bound by the court reporter and may not be disclosed to anyone
3 except as permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
7 **IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to
14 issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification shall
16 include a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served
20 with the subpoena or court order shall not produce any information designated in
21 this action as “CONFIDENTIAL” before a determination by the court from which
22 the subpoena or order issued, unless the Party has obtained the Designating
23 Party’s permission. The Designating Party shall bear the burden and expense of
24 seeking protection in that court of its confidential material and nothing in these
25 provisions should be construed as authorizing or encouraging a Receiving Party in
26 this Action to disobey a lawful directive from another court.

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1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party's
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party that
13 some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
16 Order in this Action, the relevant discovery request(s), and a reasonably specific
17 description of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14
21 days of receiving the notice and accompanying information, the Receiving Party
22 may produce the Non-Party's confidential information responsive to the discovery
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
24 not produce any information in its possession or control that is subject to the
25 confidentiality agreement with the Non-Party before a determination by the court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and
27 expense of seeking protection in this court of its Protected Material.

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1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has
3 disclosed Protected Material to any person or in any circumstance not authorized
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
7 the person or persons to whom unauthorized disclosures were made of all the
8 terms of this Order, and (d) request such person or persons to execute the
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
10 A.

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Parties are those set forth in Federal
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
17 whatever procedure may be established in an e-discovery order that provides for
18 production without prior privilege review. Pursuant to Federal Rule of Evidence
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
20 of a communication or information covered by the attorney-client privilege or
21 work product protection, the parties may incorporate their agreement in the
22 stipulated protective order submitted to the court.

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order no Party waives any right it otherwise would have to object to
28 disclosing or producing any information or item on any ground not addressed in

1 this Stipulated Protective Order. Similarly, no Party waives any right to object on
2 any ground to use in evidence of any of the material covered by this Protective
3 Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material
6 may only be filed under seal pursuant to a court order authorizing the sealing of
7 the specific Protected Material at issue. If a Party's request to file Protected
8 Material under seal is denied by the court, then the Receiving Party may file the
9 information in the public record unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 4, within
12 60 days of a written request by the Designating Party, each Receiving Party must
13 return all Protected Material to the Producing Party or destroy such material. As
14 used in this subdivision, "all Protected Material" includes all copies, abstracts,
15 compilations, summaries, and any other format reproducing or capturing any of
16 the Protected Material. Whether the Protected Material is returned or destroyed,
17 the Receiving Party must submit a written certification to the Producing Party
18 (and, if not the same person or entity, to the Designating Party) by the 60 day
19 deadline that (1) identifies (by category, where appropriate) all the Protected
20 Material that was returned or destroyed and (2) affirms that the Receiving Party
21 has not retained any copies, abstracts, compilations, summaries or any other format
22 reproducing or capturing any of the Protected Material. Notwithstanding this
23 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
24 papers, trial, deposition, and hearing transcripts, legal memoranda,
25 correspondence, deposition and trial exhibits, expert reports, attorney work
26 product, and consultant and expert work product, even if such materials contain
27 Protected Material. Any such archival copies that contain or constitute Protected
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1 Material remain subject to this Protective Order as set forth in Section 4
2 (DURATION).

3 14. Any violation of this Order may be punished by any and all appropriate
4 measures including, without limitation, contempt proceedings and/or monetary
5 sanctions.

6 This Stipulation and Protective Order may be executed in counterparts.
7

8 DATED: January 17, 2023

LAW OFFICES OF JON JACOBS

10 BY: /s/Chad A. David
11 Chad A. David
12 Attorneys for Plaintiff
13 MEGAN GALANTE

14 DATED: January 17, 2023

BOWMAN AND BROOKE LLP

16 BY: /s/ Bryan A. Reynolds
17 Brian Takahashi
18 Richard L. Stuhlbarg
19 Bryan A. Reynolds
20 Attorneys for Defendant
21 JAGUAR LAND ROVER NORTH
22 AMERICA, LLC

22 GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: January 20, 2023


25 Hon. Sheri Pym
26 United States Magistrate Judge

Exhibit A

Certification Re Confidential Discovery Materials

I hereby acknowledge that I, _____

[Name], _____ [Position and Employer], am about to receive Confidential Materials supplied in connection with the Proceeding, United States District Court Case No.: 5:22-cv-01560 AB (SPx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order. I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this _____ day of _____, 202_____, at _____.

Dated:

By: _____

Signature

Title _____
A-11

Address
City State Zip

City, State, Zip
Telephone Number

Telephone Number _____

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on January 17, 2023, I filed the foregoing document
3 entitled **(JOINT) STIPULATION AND PROTECTIVE ORDER** with the clerk
4 of court using the CM/ECF system, which will send a notice of electronic filing to
5 all counsel of record in this action.

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/s/ Bryan A. Reynolds _____